



## **TOWN OF WESTFORD**

### **REQUEST FOR PROPOSALS**

### **DISPOSITION OF 12 NORTH MAIN STREET**



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## **1. INTRODUCTION**

The Town of Westford seeks proposals from creative development teams with demonstrated experience in the rehabilitation, development, management, and adaptive reuse of historic properties. The subject of this Request for Proposals (RFP) was built in 1858 and is comprised of approximately 32,000 sq. ft. The prior use of the building included light industrial and manufacturing operations. The building presents a blank canvas for an imaginative and enterprising team.

The Westford Board of Selectmen formed the 12 North Main Street Task Force in 2014 to address public concerns over the condition of the abandoned mill building located at 12 North Main Street in the Graniteville Historic District. They prioritized the cleanup of this site as a critical goal for the town. The task force was comprised of representatives from the Board of Selectmen, Planning Board, Board of Health, Finance Committee, Historical Commission, Economic Development Committee, Affordable Housing Committee, Community Preservation Committee, Town Manager's office, Graniteville residents, and residents at large. The granite mill building has been an iconic structure in the neighborhood for generations. It was built by Charles G. Sargent and Francis Calvert in 1858 and was used primarily by the Abbot Worsted Company until 1956. Fiber Materials Inc. and other companies occupied the building until a major fire in 1975. Westford Anodizing Corporation rebuilt and occupied the building from 1977 to 2005, and the building has been vacant since.

The 12 North Main Task Force requested Community Preservation Funding, in the amount of \$378,250, at the Special Town Meeting held on October 19, 2015. This funding was utilized for historic preservation and rehabilitation purposes following the collapse of a large portion of building's roof structure. The task force procured services to add shoring under the lower level floor joists, which had deteriorated significantly from being exposed to the outdoor elements. The chimney height was also decreased due to safety concerns with falling bricks and associated masonry. A crane operator service was hired to remove a large amount of debris from the interior of the building, including the roof structure that had collapsed. Upon completion of debris removal with the crane, the contractor then utilized smaller equipment and personnel to remove further items and trash from the lower level of the building.

At Westford's Annual Town Meeting held on March 28, 2015, Article 10, the town's residents authorized the transfer of parcels located at 12 North Main Street from the Tax Possession Sale Committee to the Board of Selectmen and authorized the Board of Selectmen to dispose of the parcels under mutually agreed upon terms and conditions.

## **2. REQUEST FOR PROPOSALS OVERVIEW**

The Town of Westford (the “Town”), Board of Selectmen (the “Board”), is offering for sale, through the Request for Proposal (“RFP”) process in accordance with Massachusetts General Laws Chapter 30B, three parcels of land, comprising of 1.46 acres, more or less, located at 12 North Main Street, Westford.

The purpose of this RFP is to facilitate the selection of a proposer who demonstrates the qualifications and capacity necessary to (a) best effectuate the terms and conditions of the purchase and (b) best meet the Evaluation Criteria described in this request for proposals.

While the Board believes that the information provided in this RFP, including all exhibits and addenda, if any, is accurate, the Town makes no representation or warranty, express or implied, as to the accuracy and completeness of the information in this RFP. The proposer assumes all risk in connection with the use of the information, and releases the Town, the Board, their representatives, agents, boards and commissions, from any liability in connection with the use of the information provided by the Town. Further, the Board makes no representation or warranty with respect to the Premises, including without limitation, the value, quality or character of the Premises or its fitness or suitability for any particular use and/or the physical and environmental condition of the Premises. The Premises will be sold in “AS IS” condition.

Each proposer shall undertake its own review and analysis (due diligence) concerning the physical and environmental condition of the Premises, applicable zoning and other land use laws, required permits and approvals, and other development, ownership, and legal considerations pertaining to the Premises, and the use of the Premises.

The town may entertain a public-private partnership for the purposes of redeveloping the 12 North Main Street property. The town requests that all proposals seeking a partnership with the town explicitly state the expectations of both parties (town and developer) and clearly identify what town resources would be required, if any.

## **3. PROPOSAL SUBMISSION DEADLINE**

Proposals are due at the Office of the Town Manager at Westford Town Hall, 55 Main Street, Westford, Massachusetts 01886 by 10:00 a.m. EST on December 21, 2020. All costs and expenses of purchasing and developing the Premises, including without limitation, all costs of permitting and improvements, shall be the sole responsibility of the successful proposer.

No proposer may withdraw its proposal for a period of one hundred fifty (150) days after the due date for submission of the proposals to the Town.

The Town reserves the right to reject any and all proposals, to negotiate any and all non-mandatory contract terms with the successful proposer, or to cancel this procurement at any time if it is in the Town’s best interest to do so.

The successful proposer must be prepared to enter into a purchase and sale agreement, substantially similar to the Purchase and Sale Agreement attached hereto as Exhibit B and incorporated herein (the “P&S”) within sixty (60) days from the date acceptance of the offer for purchase of the Premises is awarded to the proposer. This time period may be extended upon mutual written consent of both parties. The terms and conditions applicable to the sale of the Premises are more fully set forth in Exhibit B.

#### **4. DESCRIPTION OF PREMISES**

The Premises consist of the Town-owned property located at 12 North Main Street, containing approximately 1.46 acres, and shown on the Westford Assessor Parcel Map as 030 0073 0000, 030 0070 0000, and 030 0069 0000.

Westford parcel maps can be viewed at: <https://www.mapsonline.net/westfordma/index.html>

The land has approximately 250 feet of frontage along North Main Street and 100 feet of frontage along Broadway Street. The building, built in 1858, is comprised of approximately 32,000 sq. ft.

The Town assumes no liability and makes no warranties for the septic system in place.

#### **5. RULE OF AWARD**

The Town is seeking proposals to convert the property into a productive use and clean up the contamination on the site. Although not as a registered historic building, this mill building is a landmark in the nationally designated Graniteville Historic District. The Town expects respondents to respect the existing land-uses and architecture of the surrounding area when submitting proposals. **The most advantageous proposal from a responsive and responsible proposer, taking into consideration all evaluation criteria set forth in the solicitation, will be selected.**

#### **6. PROPOSAL REQUIREMENTS AND SCHEDULE OF EVENTS**

Availability of RFP Packages. The RFP will be available on the town website [www.westfordma.gov/rfp](http://www.westfordma.gov/rfp) or at the Office of the Town Manager at Westford Town Hall, 55 Main Street, Westford, Massachusetts, between the hours of 8:00 a.m. and 4:00 p.m. on Monday through Fridays (excluding holidays).

Pre-Submittal Meeting and Site Visit. Interested parties will have the opportunity to attend a pre-submittal meeting on December 4, 2020 at 10:00 a.m. at 12 North Main Street, Westford, Massachusetts. Town representatives will then conduct an exterior tour of the Premises for interested parties. (Some portions of the Premises are not available for a walkthrough due to safety concerns.) Interested parties may, on a separate date, arrange to conduct an inspection of the viewable Premises under conditions acceptable to the Town and accompanied by someone from the town administration. Proposers are advised to do their own due diligence, and neither the Town nor any of its agents or representatives shall be responsible for representations made

regarding the Premises at the pre-submittal meeting and site visit. Access to the interior of the building will not be permitted, per order from the Westford Building Commissioner.

Deadline for Submission of Questions. Written responses will be provided to requests for clarification or interpretation of the meaning of the provisions of this RFP that are submitted in writing to and received by the Town no later than 4:00 p.m. on December 11, 2020. Responses will be distributed to all parties who have received an RFP and have provided a name, contact information, mailing address and e-mail address to the Town. In the sole discretion of the Town, written responses to questions raised during the view of the Premises or at the pre-submittal meeting will be similarly distributed. The Town is not obligated, in any way, to waive RFP requirements, or create exceptions, for proposers who choose not to attend the pre-submittal meeting/ site view. Questions must be submitted to Eric Heideman, Assistant Town Manager at eheideman@westfordma.gov, or in writing to the Office of the Town Manager, Westford Town Hall, 55 Main Street, Westford, MA 01886, with “Questions - Town of Westford Disposition of 12 North Main Street” clearly marked on the outside.

Submission Deadline. Sealed proposals must be received at the Office of the Town Manager at Westford Town Hall, 55 Main Street, Westford, MA 01886, **by 10:00 a.m. EST on December 21, 2020.** Late, faxed or e-mailed proposals will not be accepted. The front page of the proposal package must be clearly marked with the words “Town of Westford Disposition of 12 North Main Street.” Each proposer shall submit five (5) paper copies of their proposal (one of which shall be the original) and one digital copy on a thumb drive, complete with all supporting materials

Responses to the RFP must include all required documents, completed, and signed per the instructions and attached forms included in this RFP package. Electronically mailed (e-mailed) and faxed proposals will not be accepted and will be deemed non-responsive and will not be evaluated. No proposals submitted after the above-referenced deadline will be accepted.

Opening of Proposals. All proposals shall be opened and registered at the Office of the Town Manager at Westford Town Hall, 55 Main Street, Westford, MA on the submission deadline date.

Withdrawal; Effectiveness. Proposals may be withdrawn upon written request to the Town prior to the submission deadline. Proposals shall not be modified, amended or withdrawn for a period of one hundred and fifty (150) days from the submission deadline.

<b>Summary of RFP Schedule:</b>	<b>Date</b>
Release Date	November 18, 2020 at 8AM
Pre-Submittal Meeting and Site Visit	December 4, 2020 at 10AM
Deadline for Questions/Inquiries	December 11, 2020 at 4PM
Proposals Due at Town Hall	December 21, 2020 at 10AM

Review Proposals/Recommend Proposal to BoS	January 2021
Negotiate Purchase and Sale Agreement	January 2021

**All proposals must include the following minimum requirements:**

**Cover Letter:** A letter signed by the proposer, or, if the proposer is an entity, a principal(s) of the proposer who is authorized to submit its RFP response, including a statement of interest, the identity of the proposer, and name of the purchaser of the Premises (if other than proposer), and the name, address and contact information of all interested parties.

**Professional References and Experience:** A list of at least three (3) professional references demonstrating both professional experience and financial capacity. References may include financial institutions, other municipalities that the proposer has worked with, and/or owners of past similar projects completed involving historic preservation. Credentials of the developer and development team including identification and description of prior experience with restoration and environmental remediation.

**Price Proposal:** Proposers must insert the price offered for the Premises by filling in the blank spaces in the Price Proposal Form attached hereto in both words and figures (form attached).

**Description of Development Proposal:** The proposal must include a detailed description of the proposed development concept including (but not limited to) the following:

- A description of the proposed use(s) and estimated square footage of floor space by use. Include any proposed construction, renovation, or demolition of structures, additions, outbuildings, parking lots, landscaped areas, driveways and other modifications to the site in at least a conceptual format;
- A description and quantification of the market the development is expected and intended to serve, including the expected number of units and occupants;
- A description of the benefits of the project to both the town in general and the neighborhood surrounding the project site;
- A description of how the proposer plans to renovate the building and property, including a detailed list of all permits that would be needed to construct the proposed development and a timeline for obtaining these permits, including but not limited to sewage improvements; A discussion of municipal services required to service the new development, including but not limited to traffic impacts, water consumption, school enrollment, public safety, and storm water management;
- An analysis of the ways in which the proposal satisfies the evaluation criteria in Section 8;
- A discussion of the risks inherent in the proposal and assessment of how these risks would be mitigated or overcome.

**Schedule & Closing Date:** Proposers must identify a proposed schedule for activities on the site, proposed arrangement of financing, a proposed closing date and proposed schedule for construction and anticipated occupancy.

**Site Plan:** Proposers must include a conceptual site plan to scale that includes, at a minimum, the following elements:

1. Location of all structures on the project,
2. Parking and loading areas,
3. Landscaping and open space areas, including public access to Stony Brook River,
4. Location of sanitary septic facilities,
5. On-site vehicular and pedestrian circulation, and
6. Any connection/easements and/or shared facilities on neighboring properties.

**Remediation Plan:** Include a plan to address the known contamination in the soil and groundwater and any other hazardous materials on the property.

**Preservation Plan:** Proposer shall include a plan to preserve building components to the greatest extent possible that is consistent with the historic Preservation Restriction, which will be held by the Town of Westford, a draft copy of which is attached to this document in Exhibit C.

**Proposal Security:** Proposal security in the form of a certified check or cashier's check payable to the "Town of Westford" in the amount of \$5,000.00 must accompany the proposal package. The proposal security of parties not selected will be returned within a reasonable time after the date of an award. Proposal packages which fail to include security, or those of responding parties who fail to provide the aforementioned security by the submission deadline, will be rejected as non-responsive. In the event that the successful proposer and the Town fail to enter into a P&S within sixty (60) days of the date of the award, the Town shall retain the proposal security. Otherwise, the proposal security shall be credited towards the purchase price.

## **Proposers are required to fill out and sign Forms 1 through 4**

**Form 1, Certificate of Non-Collusion:** required under G.L. c.30B, §10, in which the proposer states that the proposal is made in good faith without fraud or collusion or connection with any other person submitting a proposal, signed and dated by the proposer.

**Form 2, Certificate of Tax Compliance:** required under G.L. c.62C, §49A, in which the proposer certifies that he or she has complied with all laws of the Commonwealth of Massachusetts relating to taxes.

**Form 3, Certificate of Authority:** in which the proposer, if an entity, identifies the names and addresses of the managers, directors, officers, and/or other parties authorized to act on behalf of the entity.

**Form 4, Real Property Disclosure Statement:** required under G.L. c.7C, §38, in which the proposer identifies the parties having an interest in the Premises and whether any such party is a state or local employee.

**Project Financing and Financial Analysis:** The proposer must submit a financial analysis sufficient to demonstrate the financial feasibility of the proposal. At a minimum, the proposal must include: A plan for financing the development, including a "sources and uses" of funds statement, evidence that the proposer has the financial capability to obtain the necessary funding,



and if the public or private financing sources are not recognized lending institutions, background information need be supplied demonstrating sound financing sources; and  
A development budget for the project, including hard and soft construction costs, and a five-year operating pro-forma or five-year investment rate and schedule.

**Projection of Municipal Revenue:** The proposal shall contain an estimate of the real estate, personal property, excise and other tax revenue anticipated to be generated as a result of the development projected, at a minimum, over the next ten years, with underlying calculations.

**Other:** The proposer should include in this section any other information which the proposer believes the Town should know in order to fully evaluate the proposal, or any special conditions to the proposal. If a proposal is missing any of the required materials the Town reserves the right to evaluate the proposal if, in the sole discretion of the Town, the overall proposal is responsive to the evaluation criteria and required material. For example, a proposal will not necessarily be discarded if the Site Plan and Development Plan are submitted as one document, assuming that all of the required information is still included.

## **7. ADDITIONAL INSTRUCTIONS**

If any changes are made to this RFP, an addendum will be issued. Each addendum will be e-mailed to all persons on record as having requested the RFP. Failure of any proposer to receive any such addendum or interpretation shall not relieve such proposer from the obligation to comply with the terms of such addenda. All addenda so issued shall become part of this RFP. At the time of the opening of bids each proposer will be presumed to have inspected as much of the Premises as is safe and to have read and be thoroughly familiar with the RFP (including all addenda). The failure or omission of any proposer to examine any form, instrument, or document shall in no way relieve any proposer from any obligation to comply with the RFP.

Proposers are cautioned that it is the responsibility of each individual proposer to assure that his/her proposal is in the possession of the responsible official or a designated alternate prior to the stated time and at the place of proposal by the due date. The Town is not responsible for proposals delayed by mail and/or delivery service of any nature. Late responses will not be accepted, nor will additional time be granted to individual respondents unless the Town extends the required submittal date for all proposers.

All signatures must be handwritten and in ink by the person(s) seeking to purchase the Premises. All other words and figures submitted on the proposal shall be neatly written in ink or typed. Proposals that are conditional, obscure, or which contain additions not called for in the specifications, erasures, alteration, or irregularities may be rejected.

All proposals become the property of the Town. All proposals are deemed to be public records, excluding financial supporting documentation, within the meaning of Massachusetts General Laws Chapter 4, Section 7(26).

The Town will not be liable for any costs incurred by any respondents in the preparation and presentation of responses to this RFP or in the participation in views, interviews, negotiations or any other aspect of this RFP process.

Failure to meet the submittal requirements may be sufficient cause to reject a proposal. Proposers are solely responsible for reviewing all the provisions of this RFP and any attachments prior to submitting the proposal. Proposals that are incomplete, not properly endorsed, or are otherwise in conflict with the requirements of this RFP, may be rejected.

## **8. EVALUATION CRITERIA**

### **Minimum Evaluation Criteria:**

All responsive proposals must meet the minimum requirements set forth in Section 6 “Proposal Requirements and Schedule of Events”. Projects meeting the minimum threshold criteria will also be judged on the following comparative evaluation criteria.

### **Comparative Evaluation Criteria:**

<b>Section A - Review of Response to RFP</b>		
<b>Completeness of the Proposal Submission:</b>		<b>Score:</b>
<b>Highly Advantageous:</b>	The proposal contains a clear and comprehensive plan that addresses and/or complies with all of the core elements and requirements stated in the RFP.	6
<b>Advantageous:</b>	The proposal contains a clear and comprehensive plan that addresses and/or complies with most of the core elements and requirements stated in the RFP.	4
<b>Not Advantageous:</b>	The proposal does not contain a clear plan that addresses and/or complies with the core elements and requirements stated in the RFP.	0
<b>Schedule for Project Construction:</b>		
<b>Highly Advantageous:</b>	The proposal provides a high quality construction schedule and plan to begin to redevelop the property within 1 to 2 years, including specific dates and milestones with sufficient detail to assure the town that the schedule is realistic and attainable.	14
<b>Advantageous:</b>	The proposal provides a quality construction schedule and plan to begin to redevelop the property within 2 to 3 years, including specific dates and milestones with sufficient detail to assure the town that the schedule is realistic and attainable.	9
<b>Not Advantageous:</b>	The proposal provides a poorly organized construction schedule and plan, which begins redevelopment after 4+ years from the purchase of the property.	2

<b>Section B - Review of Proposer Qualifications</b>		<b>Score:</b>
<b>Financial Viability of Project</b>		
<b>Highly Advantageous:</b>	The proposal demonstrates the ability to secure financing from funding resources proposed in the pro forma and Term sheets and letters of intent demonstrating commitment for proposed financing.	<b>15</b>
<b>Advantageous:</b>	The proposal demonstrates the ability to secure financing from funding resources proposed in the pro forma.	<b>10</b>
<b>Not Advantageous:</b>	The proposal does not demonstrate adequate financing from proposed sources.	<b>0</b>
<b>Experience of Proposer with Similar Projects:</b>		
<b>Highly Advantageous:</b>	The proposer is an individual, business or firm who clearly demonstrates that they have the superior experience with this type of redevelopment project and possess the business sense to enter into a lease or sales agreement with the town. Proposer has successfully completed five or more similar projects.	<b>9</b>
<b>Advantageous:</b>	The proposer is an individual, business or firm who adequately demonstrates that they have the experience with similar redevelopment projects and business sense to enter into a lease or sales agreement with the town. Proposer has successfully completed two to four similar projects.	<b>5</b>
<b>Not Advantageous:</b>	The proposer is an individual, business or firm who does not demonstrate that they have adequate experience with similar redevelopment projects and/or the business sense to enter into a lease or sales agreement with the town. Proposer has completed less than two similar projects.	<b>2</b>
<b>Financial Strength of the Developer:</b>		
<b>Highly Advantageous:</b>	Proposer plans to invest more than five million dollars over the next five years, which is reflected in their financial plan.	<b>9</b>
<b>Advantageous:</b>	Proposer plans to invest two to five million dollars over the next five years, which is reflected in their financial plan.	<b>5</b>
<b>Not Advantageous:</b>	Proposer plans to invest less than two million dollars over the next five years, which is reflected in their financial plan.	<b>2</b>

<b>Financial Benefits to the Town:</b>		
<b>Highly Advantageous:</b>	Proposal estimated to produce at least \$15,000 in property tax revenue.	7
<b>Advantageous:</b>	Proposal estimated to produce at between \$8,000 and \$14,999 in property tax revenue.	4
<b>Not Advantageous:</b>	Proposal estimated to produce less than \$8,000 in property tax revenue.	2

<b>Section C - Neighborhood, Environment &amp; Impacts</b>		<b>Score:</b>
<b>Provision of Public Access:</b>		
<b>Highly Advantageous:</b>	Proposal includes permitting, constructing, and maintaining an accessible walkway that will provide public access to the Stony Brook and connection to the existing trail network.	<b>10</b>
<b>Advantageous:</b>	Proposal includes permitting, constructing, and maintaining a new path or walkway to provide public access to the Stony Brook without a connection to the existing trail network.	<b>7</b>
<b>Not Advantageous:</b>	Proposal does not include permitting, constructing, and/or maintaining a new way to provide a public access to the Stony Brook.	<b>0</b>

<b>Preservation of Existing Building:</b>		
<b>Highly Advantageous:</b>	Proposal is consistent with the attached historic Preservation Restriction.	<b>20</b>
<b>Advantageous:</b>	Proposal requires deviation from the attached historic Preservation Restriction.	<b>10</b>
<b>Not Advantageous:</b>	Proposal does not include any historic preservation of the building or its facades.	<b>0</b>
<b>Remediation/Public Benefits:</b>		
<b>Highly Advantageous:</b>	Project proposes high quality remediation plan, several public improvements and benefits, such as parks, special treatment of historical marker location, infrastructure and streetscape improvements, etc.	<b>10</b>
<b>Advantageous:</b>	Project proposes quality remediation plan, one public improvement and/or benefits, such as parks, special treatment of historical marker location, infrastructure and streetscape improvements, etc.	<b>7</b>
<b>Not Advantageous:</b>	Project proposes no public improvements and benefits, such as parks, special treatment of historical marker location, infrastructure and streetscape improvements, etc.	<b>0</b>

## **9. SELECTION PROCESS**

After evaluating a proposal on the foregoing factors, the evaluators will provide an overall ranking for the proposal as compared to other proposals. Each evaluation criterion has a corresponding point value.

A proposal which achieves “Highly Advantageous” and/or “Advantageous” rankings in several categories will not necessarily be disqualified simply because it received a “Not Advantageous” ranking in one or more other categories if, in the judgment of the evaluators, the proposal on the whole is “Advantageous” or “Highly Advantageous”, and if the proposal meets all minimum evaluation criteria requirements. Any notice of award, however, could be contingent upon the potential proposer and the evaluators mitigating any “Not Advantageous” criterion ranking prior to the execution of the P&S.

All proposals submitted by the proposal filing deadline will be opened and ranked by a formal review committee. The review process is not open to the general public and will be scheduled within two weeks of the proposal submission due date.

Each proposer must include sufficient supporting material to allow a meaningful and comprehensive evaluation of its proposal. The Town reserves the right to disqualify any proposal or response due to insufficient supporting or explanatory information, or to request additional supporting information. The Town may request additional information of one or more respondents relative to a proposal or qualifications. Requests shall be in writing with the expectation of a written response within a specified time.

Following the receipt of any additional information requested of the proposers by the Town, if any, proposals will be evaluated and rated by the Town according to the comparative evaluation criteria set forth in this RFP. The Town will select the most advantageous proposal, taking into consideration all of the evaluation criteria set forth in this RFP.

The proposer selected by the Town will be given exclusive rights to negotiate with the Town the terms of the purchase and development of the Premises. If, at any time, such negotiations are not proceeding to the satisfaction of the Town, in its reasonable discretion, then the Town may choose to terminate said negotiations. The Town may select another proposer with whom to initiate negotiations.

The selected proposer and the Town shall enter into the P&S within sixty (60) days from the date the proposer is notified of the award.

## **10. AWARD, TERMS AND CONDITIONS OF SALE**

The Premises shall be awarded to the proposer selected in accordance with the evaluation criteria. The Town shall send a letter to the successful proposer, informing the proposer of such award.

The Town and the selected proposer (referred to as “Buyer”) shall, within sixty (60) days of date of the award, enter into a purchase and sale agreement **substantially similar** to the Purchase and

Sale Agreement attached hereto as Exhibit B and incorporated herein (the "P&S"). In the event the successful proposer fails to enter into the P&S with the Town within said sixty (60) day period, the Town may rescind the award and retain any proposal security as liquidated damages, unless both parties agree in writing to extend the deadline.

The P&S shall contain, in addition to the usual provisions, the following terms:

At time of execution of the P&S, Buyer shall pay a deposit, which will equal ten percent (10%) of the purchase price. The deposit submitted by Buyer shall be held in escrow by the Treasurer of the Town of Westford in a non-interest-bearing account and shall be duly accounted for at the time for performance of this Agreement. In the event that Buyer fails to fulfill its obligation to purchase the Premises, the Town shall retain the deposit as liquidated damages. In the event of any disagreement between the parties, the Treasurer may retain all deposits made under the P&S pending instructions mutually given by the Town and Buyer.

No broker's commission shall be paid by the Town, and Buyer shall indemnify and hold harmless the Town from any claims for such commission.

Buyer shall pay the monetary consideration for the Premises by certified or bank check or by wire transfer.

Buyer acknowledges that Buyer has not been influenced to enter into this transaction and that Buyer has not relied upon any warranties or representations not set forth in this P&S. Buyer represents and warrants that it will accept the Premises "AS IS", provided however Buyer shall have the right to terminate this P&S if Buyer finds Hazardous Materials on the Premises in amounts required to be reported to the Department of Environmental Protection. Buyer acknowledges that the Town has no responsibility for hazardous waste, oil, hazardous material or hazardous substances, as those terms are defined by any applicable law, rule or regulation, including, without limitation, the Massachusetts Oil and Hazardous Materials Release Prevention and Response Act, G. L. c. 21E, the Massachusetts Hazardous Waste Management Act, G.L. c. 21C, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. and the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq. (herein collectively referred to as "Hazardous Materials") on, in, under or emitting from the Premises or for any other condition or defect on the Premises. The provisions of this Section shall survive delivery of the deed

In the event that the Town defaults under the P&S, Buyer shall be entitled to terminate the P&S, and receive a refund of the deposit. The foregoing shall be Buyer's sole and exclusive remedy at law and equity for any breach of the P&S by the Town.

The purchase of the Premises shall not be contingent on the sale of any other property.

The closing shall occur within ninety (90) days from the date on which the P&S is signed by the Town and Buyer, or within such further time as the Town and Buyer shall agree.



The Town reserves the right, in its sole discretion, to require a performance bond, land development agreement, or similar means of ensuring that the renovations or construction described in a Proposers RFP is completed within a reasonable time period.

## **11. RESERVATIONS BY THE TOWN**

This RFP does not represent any obligation or agreement whatsoever on the part of the Town to sell the Premises described in this RFP.

The Town reserves the right, in its sole discretion, to reject at any time any or all proposals, to withdraw the RFP, to select finalists to submit and negotiate a more fully-developed response, to negotiate with one or more applicants, and/or negotiate and dispose of the Premises on terms that are not materially different from those set forth herein. The Town also reserves the right, at any time, to waive strict compliance with the terms and conditions of this RFP or to entertain reasonable modifications or additions to selected proposals provided the same are not materially different from the terms set forth herein.

The Town makes no representations or warranties, express or implied, as to the accuracy and/or completeness of the information provided in this RFP. This RFP (including all attachments and supplements) is made subject to errors, omissions, prior sale, or financing, withdrawal without prior notice, and changes to, additions to, and different interpretations of laws and regulations.

Selection of a proposer's proposal will not create any rights on the proposer's part, including, without limitation, rights of enforcement, equity or reimbursement, until the P&S and all related documents are approved by the Town and fully executed.

All determinations as to the completeness or compliance of any proposals, or as to the eligibility or qualification of any proposer, will be within the sole discretion of the Town.

## EXHIBIT A – AERIAL MAP OF PARCELS



## **EXHIBIT B - SAMPLE PURCHASE AND SALE AGREEMENT**

### 1. Information and Definitions

- (a) DATE OF AGREEMENT: \_\_\_\_\_, 2020.
- (b) PREMISES: The parcels of land, with any improvements located thereon, consisting of approximately 1.461 acres, located at 12 North Main Street, being Assessor's Map 30, Parcels 69, 70 and 73 (the "Premises") and described more particularly in a Judgment in Tax Lien Case, Case Number 11 TL 141847, recorded September 11, 2015 with the Middlesex North District Registry of Deeds in Book 29489, Page 58.
- (c) SELLER: Town of Westford, acting by and through its Board of Selectmen
- Address: Westford Town Hall, 55 Main Street, Westford, MA 01886
- Seller's Attorney: Katharine Lord Klein, Esq.
- Address: KP Law, P.C., 101 Arch Street, Boston, MA 02110
- Phone: (617) 556-0007 Fax: (617) 654-1735
- (d) BUYER:
- Address:
- Buyer's Attorney:
- Address:
- Phone: Fax:
- (f) CLOSING DATE: \_\_\_\_\_, at Noon. Time is of the essence.
- (g) PLACE: Middlesex North District Registry of Deeds, or a closing by mail, at Seller's election.
- (h) TITLE: Quitclaim Deed
2. COVENANT. Seller agrees to sell and Buyer agrees to buy the Premises upon the terms hereinafter set forth.

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES. Included in the sale as a part of said Premises are the buildings, structures, improvements now thereon, and the fixtures belonging to the Seller.

4. TITLE DEED. Said Premises are to be conveyed by a quitclaim deed running to Buyer, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:

- a. Provisions of existing building and zoning laws;
- b. Existing rights and obligations in party walls which are not the subject of written agreement;
- c. Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
- d. Any liens for municipal betterments assessed after the date of this Agreement;
- e. Easements, restrictions and reservations of record, if any; and
- f. Preservation Restriction Agreement to the Town of Westford, acting by and through its Historical Commission.
- g. [Land Development Agreement]

5. PURCHASE PRICE. The agreed purchase price for said Premises is \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), of which:

\$ 5,000.00	Paid by Buyer on _____, 2020 as proposal security;
\$ _____	Paid upon execution of this Purchase and Sale Agreement, which, together with the proposal security of \$5,000.00, shall constitute 10% of the Purchase Price for the Premises, and together shall be the deposit under this Agreement; and
\$ _____	Paid at the time of delivery of the deed by certified or bank check or by wire transfer, at Seller's discretion
\$ _____	TOTAL

6. PLAN. If Buyer desires a plan of the Premises, Buyer shall, at its sole cost and expense, prepare a survey plan in form adequate for recording or registration.

7. POSSESSION AND DELIVERY OF PREMISES. Full possession of said Premises free of all tenants and occupants, except as herein provided, is to be delivered at the time of the delivery of the deed, said Premises to be then (a) in the same condition as they now are, reasonable use and wear thereof and damage by casualty excepted, and (b) in compliance with provisions of any instrument referred to in Section 4 hereof. Buyer shall be entitled personally to inspect said Premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this Section.

8. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM. If Seller shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or if at the time of the delivery of the deed the Premises do not conform with the provisions hereof, then any payments made under this Agreement shall be forthwith refunded

and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto, unless Seller elects, in its sole discretion, to use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said Premises conform to the provisions hereof, as the case may be, in which event Seller shall give written notice thereof to Buyer at or before the time for performance hereunder. In no event, however, shall reasonable efforts require Seller to expend more than \$500.00, including attorneys' fees. Seller's obligations hereunder are subject to the availability and appropriation of funds to fulfill Seller's obligations.

9. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM. If at the expiration of the extended time Seller shall have failed so to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, then any payments made under this Agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

10. BUYER'S ELECTION TO ACCEPT TITLE. Buyer shall have the election, at either the original or any extended time for performance, to accept such title as Seller can deliver to the said Premises in their then condition and to pay therefore the purchase price, without deduction, in which case Seller shall convey such title.

11. USE OF MONEY TO CLEAR TITLE. To enable Seller to make conveyance as herein provided, Seller may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded in accordance with customary Massachusetts conveyancing practices.

12. ACCEPTANCE OF DEED. The acceptance of a deed by Buyer shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

13. ADJUSTMENTS. A payment in lieu of taxes shall be paid in accordance with G.L. c. 44, §63A, as of the day of performance of this Agreement and the net amount thereof shall be added to the purchase price payable by Buyer at the time of delivery of the deed.

14. DEPOSIT. All deposits made hereunder shall be held in escrow by the Treasurer of the Town of Westford as escrow agent, in a non-interest bearing account, subject to the terms of this Agreement and shall be duly accounted for at the time for performance of this Agreement. In the event of any disagreement between the parties, the escrow agent may retain all deposits made under this Agreement pending instructions mutually given by Seller and Buyer.

15. BUYER'S DEFAULT; DAMAGES. If Buyer shall fail to fulfill Buyer's agreements herein, all deposits made hereunder by Buyer shall be retained by Seller as Seller's sole and exclusive remedy at law and equity for Buyer's breach of this Agreement. The parties acknowledge and agree that Seller has no adequate remedy in the event of Buyer's default under this Agreement because it is impossible to exactly calculate the damages which would accrue to Seller in such event. Therefore, acknowledging this fact, the parties agree that: (i) the deposit hereunder is the best estimate of such damages which would accrue to Seller in the event of Buyer's default, (ii) said deposit represents damages and not a penalty against Buyer, and (iii)

the parties have been afforded the opportunity to consult an attorney with regard to the provisions of this Section.

16. LIABILITY OF SHAREHOLDER, TRUSTEE, FIDUCIARY. If Seller or Buyer executes this Agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither Seller or Buyer so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

17. BROKERS. Buyer represents and warrants to the Seller that Buyer has not contacted any real estate broker in connection with this transaction and was not directed to the other as a result of any services or facilities of any real estate broker. Buyer agrees to defend and indemnify the other against and hold the other harmless from any claim, loss, damage, costs or liabilities for any brokerage commission or fee which may be asserted against the Seller by any broker in connection with this transaction. The provisions of this Section shall survive the delivery of the deed.

18. CONTINGENCIES. The obligations of the parties are contingent upon the satisfaction of each of the following conditions:

(a) Buyer shall have complied with the disclosure provisions of G.L. c.7C, §38, and Seller and Buyer agree to diligently pursue full compliance with said statute. Seller shall prepare and file all required statements;

(b) Compliance with the provisions of G.L. c.30B, §16; and

(c) Compliance with any other requirements of the Massachusetts General or Special Laws relative to the sale of property by Seller.

19. AFFIDAVITS. At the time of delivery of the deed, Seller shall execute and deliver all the usual and customary affidavits required by Buyer's attorney or Buyer's lender's attorney, subject to approval of Seller's counsel, including but not limited to a statement under oath to any title insurance company issuing a policy to Buyer and/or Buyer's mortgagee to the effect that: (1) there are no tenants, lessees or parties in possession of the Premises, except as noted herein, or mechanics liens encumbering the Premises; and (2) that Seller is not a foreign person subject to the withholding provisions of the Internal Revenue Code of 1986, as amended (FIRPTA).

20. TITLE INSPECTION. Buyer agrees to have the record title to the Premises examined and to cause a title insurance company licensed to do business in Massachusetts issue a commitment for an owner's title insurance policy in an ALTA form at normal premium rates with respect to the Premises and to furnish a copy of the same to Seller by 5:00 p.m. on \_\_\_\_ (the "Inspection Period"). The foregoing obligation of the Buyer to secure a commitment for title insurance shall not be construed as requiring Seller to satisfy any of the title conditions or requirements for the issuance of the policy or to correct any of the exceptions shown in such commitment, but is merely being furnished to Seller to apprise Seller of defects in title to the Premises as of the effective date of the commitment and the requirements for the issuance of the policy. If the facts disclosed in the policy are inconsistent with the provisions of Section 4 of this

Agreement (quality of title), Seller's sole obligations are set forth in Section 8 of this Agreement. If Buyer fails to raise objection as to title matters disclosed through the effective date of the commitment on or before the close of the Inspection Period, in writing to the Seller, then Buyer shall be deemed to have waived all objections to any matters existing as of the effective date of the commitment. Buyer shall be entitled to have a title update from the effective date of the commitment through the time for performance of this Agreement to confirm that the status of the title has not changed since the effective date of the title commitment.

21. INSPECTION RIGHTS. During the Inspection Period, Buyer and Buyer's agents shall have the right to enter the Premises, upon no less than forty-eight (48) hours written notice to Seller, at Buyer's own risk, for the purposes of inspecting the Premises, provided that Buyer shall not conduct any subsurface tests without Seller's prior written consent, not to be unreasonably withheld, and shall promptly restore the Premises to their condition prior to any such disturbance. Buyer shall defend, indemnify and hold Seller harmless against any claim by Buyer or Buyer's agents, employees or invitees for any harm to them arising from said entry and shall restore the Premises to substantially the same condition as prior to such entry if the closing does not occur. Buyer shall obtain comprehensive liability insurance, including coverage for bodily injury, wrongful death and property damage, in the minimum amount set forth herein to support the obligations of Buyer under the terms and conditions of this Agreement to indemnify, defend and hold harmless Seller: General Liability: \$1,000,000.00/occurrence, \$2,000,000.00/aggregate; Bodily Injury Liability: \$1,000,000.00/occurrence, \$2,000,000.00/aggregate. The insurance coverage required hereunder shall be issued by insurance companies licensed in Massachusetts and having a Best's rating of A- or better. Prior to entering the Premises, Buyer shall provide Seller with a copy of such insurance policy in each case indicating Seller is an additional insured on the policy and showing compliance with the foregoing provisions. Buyer may, in its reasonable discretion, and acknowledging that the improvements on the Premises are in a dilapidated and deteriorated state, terminate this Agreement that it is not satisfied with the state of the Premises by giving written notice to Seller of its intention to do so prior to the expiration of the Inspection Period, without further recourse between the parties. In the event Buyer finds Hazardous Materials, as hereinafter defined, on the Premises in quantities that must be reported to the Department of Environmental Protection under the provisions of G.L. c. 21E or the regulations thereunder, and informs Seller prior to the expiration of the Inspection Period, this Agreement shall be null and void and without recourse to the parties, unless Seller, at Seller's sole option, gives written notice to Buyer within thirty (30) days of receiving Buyer's notice of its intention to remediate such contamination and thereafter remediates such Hazardous Materials in compliance with applicable law, with Seller paying all of the costs of remediation. Nothing herein shall require Seller to remediate any contamination on or make any improvements to the Premises.

22. AS-IS. Buyer acknowledges that Buyer has not been influenced to enter into this transaction and that Buyer has not relied upon any warranties or representations not set forth in this Agreement. Buyer represents and warrants that it or its agents have been afforded an opportunity to conduct a full inspection of the Premises, and based upon Buyer's investigation, Buyer is aware of the condition of the Premises and will accept the Premises "AS IS," subject to Buyer's rights under Section 21 of this Agreement. Buyer acknowledges that Seller has no responsibility for hazardous waste, oil, hazardous material or hazardous substances, as those terms are defined by any applicable law, rule or regulation, including, without limitation, the

Massachusetts Oil and Hazardous Materials Release Prevention and Response Act, G. L. c. 21E, the Massachusetts Hazardous Waste Management Act, G.L. c. 21C, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. and the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq. (herein collectively referred to as “Hazardous Materials”) on, in, under or emitting from the Premises or for any other condition or defect on the Premises, and shall defend, indemnify and hold harmless Seller from any and all losses, damages, costs, claims, fines, expenses and liabilities relating to said Hazardous Materials. The provisions of this Section shall survive delivery of the deed.

23. CASUALTY; CONDEMNATION. Notwithstanding anything herein to the contrary, in the event that all or a substantial part of the Premises is damaged or destroyed by fire, vandalism or other casualty (and such fire, vandalism or other casualty is not the result of the negligence of Buyer, or its agents, employees, contractors and invitees), or in the event of a taking of all or substantially all of the Premises by eminent domain by an entity other than Seller, Seller or Buyer, may, at its option, terminate this Agreement, whereupon all deposits made by Buyer under this Agreement shall be returned. “Substantial part” shall be defined as that portion of the Premises which if damaged or taken by eminent domain would materially and adversely affect the use of the Premises for the purposes set forth herein.

24. ASSIGNMENT. Buyer shall not assign this Agreement or any of its rights hereunder without prior written consent of Seller, which may be withheld in Seller’s sole and absolute discretion.

25. TITLE OR PRACTICE STANDARDS. Any matter or practice arising under or relating to this Agreement which is the subject of a title standard or a practice standard of the Real Estate Bar Association of Massachusetts at the time for delivery of the deed shall be covered by said title standard or practice standard to the extent applicable.

26. CLOSING. The deed and other documents required by this Agreement are to be delivered and the Purchase Price paid at the Date and Time of Closing and at the Place of Closing. Unless the Closing takes place at the appropriate Registry of Deeds, all documents and funds are to be delivered in escrow subject to prompt rundown of title and recording, which term shall include registration in the case of registered land.

27. BUYER’S WARRANTIES. Buyer hereby represents and warrants:

(a) This Agreement and all documents to be executed by Buyer and delivered to Buyer at the Closing are, or at the time of the Closing will be, duly authorized, executed and delivered by Buyer.

(b) Buyer hereby acknowledges and agrees that, except for the representations and warranties of Seller expressly set forth in this Agreement, Buyer has not relied upon nor been induced by any representations, warranties, guarantees, promises or statements, whether written or oral, express or implied, or whether made by Seller or any employee or representative of Seller. The provisions of this Section shall survive delivery of the deed.



28. NOTICE. Any notice required or permitted to be given under this Agreement shall be in writing and signed by the party or the party's attorney or agent and shall be deemed to have been given: (a) when delivered by hand, or (b) when sent by Federal Express or other similar courier service, or (c) when mailed by certified mail, return receipt requested, or (d) confirmed facsimile transmission (provided such facsimile notice is promptly followed by other acceptable means of sending notice), addressed in the case of:

Seller: Board of Selectmen  
c/o Office of Town Manager  
Westford Town Hall  
55 Main Street  
Westford, MA 01886

With a copy to: Katharine Lord Klein, Esq.  
KP Law, P.C  
101 Arch Street, 12<sup>th</sup> Floor  
Boston, MA 02110  
Telephone: (617) 556-0007  
Facsimile: (617) 654-1735  
Email: kklein@k-plaw.com

In the case of Buyer:

With a copy to:

By such notice, either party may notify the other of a new address, in which case such new address shall be employed for all subsequent deliveries and mailings.

29. SELLER DEFAULT. In the event that Seller defaults under this Agreement, Buyer shall be entitled to terminate this Agreement and receive a refund of the deposit. The foregoing shall be Buyer's sole and exclusive remedy at law and in equity for any breach of this Agreement by Seller.

30. POST CLOSING COMPLIANCE AND ADJUSTMENTS. If any errors or omissions are found to have occurred in any calculations or figures used in the settlement statement signed by the parties (or would have been included if not for any such error or omission) and notice hereof is given within six (6) months of the date of the delivery of the deed to the party to be charged, then such party agrees to make a payment to correct the error or omission. This provision shall survive delivery of the Deed.

31. COOPERATION. Seller agrees to use reasonable efforts to assist Buyer in obtaining any and all permits, licenses, easements and other authorizations required by any governmental authorities with respect to any construction or other work to be performed on the Premises, all at Buyer's cost, but Buyer acknowledges that Seller has no control over and cannot guarantee that

permits required from municipal boards or officers within their statutory or regulatory authority will be granted or fees waived.

32. EXTENSIONS. Buyer and Seller hereby authorize their respective attorneys (as the case may be) to execute on their behalf any extensions to the time for performance and any change of location and/or time for delivery of the deed. Buyer and Seller shall be able to rely upon the signature of said attorneys as binding unless they have actual knowledge before the execution or other consent to such extensions, that either party has disclaimed the authority granted herein to bind them. For purposes of this Agreement, facsimile signatures shall be construed as original.

33. CONSTRUCTION. This instrument is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both Seller and Buyer. If two or more persons are named herein as Buyer their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it.

34. GOVERNING LAW. This Agreement shall be governed exclusively by the provisions of the laws of the Commonwealth of Massachusetts, and any actions, suits or other claims pertaining or relating to this Agreement shall be brought within the courts of Massachusetts.

35. SEPTIC SYSTEM. The subsurface sewage disposal system currently serving the Premises may not comply with the requirements of Title 5 of the State Environmental Code. The Buyer agrees to purchase the Premises "AS IS" with respect to the subsurface sewage disposal system. The Premises is conveyed subject to the condition that the Buyer shall upgrade the sewage disposal system to be compliant with Title 5 of the State Environmental Code, and further shall comply with any and all rules and regulations of the Massachusetts Department of Environmental Protection and the Westford Board of Health applicable to the Premises. The provisions of this Section shall survive delivery of the deed.

[Signature Page Follows]

In Witness Whereof, the parties sign this Agreement under seal as of this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

SELLER:

BUYER:

TOWN OF WESTFORD,  
By its Board of Selectmen

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title:

## **EXHIBIT C – PRESERVATION RESTRICTION**

### **PRESERVATION RESTRICTION AGREEMENT**

between

\_\_\_\_\_

and

**TOWN OF WESTFORD,**  
acting by and through the Westford Historical Commission

THIS PRESERVATION RESTRICTION AGREEMENT (this “Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by and between \_\_\_\_\_ (“Grantor”), having an address of \_\_\_\_\_, Massachusetts \_\_\_\_\_ and the Town of Westford, acting by and through the Westford Historical Commission (“Grantee”), having an address of 55 Main Street, Westford, Massachusetts 01886.

WITNESSETH:

WHEREAS, Grantor is the owner of real property located at 12 North Main Street, in the Town of Westford, Middlesex County, Massachusetts, described in a deed dated \_\_\_\_\_, recorded with the Middlesex North District Registry of Deeds in Book \_\_\_\_\_, Page \_\_\_\_\_, being Assessors Map 30, Parcels 69, 70 and 73, and described more particularly in a Judgment in Tax Lien Case, Case Number 11 TL 141847, recorded September 11, 2015 with the Middlesex North District Registry of Deeds in Book 29489, Page 58, and further described in Exhibit A, attached hereto and incorporated herein by reference (the “Property”);

WHEREAS, the Property includes a 32,000 square foot mill building, first constructed c. 1860, with later additions thereto (the “Building”), which Building is described more particularly in Exhibits B, C and D, attached hereto and incorporated herein;

WHEREAS, Grantee is a municipality and is interested in the preservation and conservation of sites, buildings and objects of local, state and national significance in the Town of Westford and is authorized to accept and hold preservation restrictions under the Massachusetts General Laws;

WHEREAS, the Westford Historical Commission is a governmental body whose purposes include the preservation and protection of buildings, structures, vessels, real property, documents or artifacts that are listed or eligible for listing on the state register of historic places or have been determined by the Commission to be significant in the history, archeology, architecture or culture of the Town;

WHEREAS, Grantee has designated the Westford Historical Commission to administer, manage, and enforce historic preservation agreements;

WHEREAS, the Property is significant for its architecture, archaeology and/or associations, and the Building is a contributing building in the Graniteville Village Historic District, which has been listed with the State and National Registers of Historic Places as a contributing resource to the Graniteville Village District;

WHEREAS, the Building stands as a significant example of industrial mill design of the 19<sup>th</sup> century, important in design and setting and possessing integrity of materials and workmanship;

WHEREAS, Grantor and Grantee recognize the architectural, historic, and cultural values (hereinafter “preservation values”) and significance of the Property, and have the common purpose of preserving the aforesaid preservation values and significance of the Property and the Building;

WHEREAS, the Building’s preservation values are documented in Exhibit A (Legal Description), Exhibit B (Statement of Significance), Exhibit C (Photographs) and Exhibit D (Drawings/Renderings of Building), hereinafter, collectively “Baseline Documentation” which is incorporated herein by reference. The Baseline Documentation the parties agree provides an accurate representation of the Property as of the date of this Preservation Restriction Agreement;

WHEREAS, the Building contains certain significant historical features, specifically a bell tower, the granite blocks on the one-story addition parallel to North Main Street, 50% of the granite block walls parallel to Broadway and North Main Street, repetitive fenestration and 12 x 12 windows and the smokestack (the “Historic Features”);

WHEREAS, Grantor agrees to preserve the Historical Features in accordance with the terms and provisions of this Preservation Restriction Agreement;

WHEREAS, Grantor further agrees to develop the Building, to the extent commercially and economically feasible, in a manner that is harmonious and compatible with its architectural, historic and cultural attributes, and shall undertake the work to renovate and rehabilitate the Building (the “Work”), as further described in Exhibit E, attached hereto and incorporated herein;

WHEREAS, Grantor desires to impose certain restrictions, obligations and duties upon itself as the owner of the Property, and on its successors and assigns of its right, title and interest in the Property, with respect to the maintenance, protection and preservation of the Property in order to protect the architectural, archaeological and historical integrity thereof, in accordance with the terms and provisions of this Preservation Restriction Agreement;

WHEREAS, the grant of a preservation restriction by Grantor to Grantee on the Property will assist in the preservation and maintenance of the Building and its architectural, historic and cultural features for the benefit of the people of the Town of Westford, the County of Middlesex, the Commonwealth of Massachusetts and the United States of America; and

WHEREAS, to that end, Grantor desires to grant to Grantee, and Grantee desires to accept, a perpetual preservation restriction in gross on the Property and the Building.

NOW, THEREFORE, in consideration of \$1.00 Dollar, the receipt of which is hereby acknowledged, Grantor does hereby grant and convey unto the Grantee a Preservation Restriction Agreement in gross over the Property and the Building.

## PURPOSE

Purpose. It is the purpose of this Preservation Restriction Agreement to assure that development of the Property will be compatible with the features and characteristics that embody the architectural, historic and cultural significance of the exterior of the Building and that the Historic Features will be forever retained and maintained substantially in their current condition. The parties acknowledge that the Building is in a significant state of disrepair and deterioration. With the exception of the covenants at Section 2.2 relative to the Historic Features, renovation and rehabilitation of the Building shall be done in a manner that is physically and aesthetically harmonious with its architectural, historic and cultural attributes, but Grantor is not restricted relative to materials, features, composition, finishes and construction techniques and other like attributes (the “Purpose”).

1.2 Improvements. Grantor agrees to assume all responsibility for the continued maintenance, repair and administration of the Property, including the Building, and to renovate and rehabilitate the Building in manner that is harmonious with the characteristics which contribute to the architectural and historic integrity of the Property, including the Building, and to maintain and preserve the Historic Features, as set forth herein, and to perform the Work.

## GRANTOR’S COVENANTS

2.1 Covenants. Subject to the provisions of Section 2.2 hereof, Grantor agrees to reconstruct and rehabilitate the Building in accordance with the plans and specifications as set forth in Exhibit E; and, thereafter, at all times, to maintain, repair and administer the Building in a good, sound and attractive condition; to repair, reconstruct and where necessary replace, the exterior facades of the Building, and to construct any improvements to the Building and/or any additional structures on the Property in a manner that is harmonious and compatible with the architectural components of the Building, as depicted in Exhibits B, C, D and E; and shall comply with all federal, state and local laws, codes and by-laws applicable to the Property and/or the Building.

2.2 Historic Features. Grantor agrees to retain and preserve the Historic Features in as good structural condition and sound state of repair as that existing on the date of this Preservation Restriction Agreement and/or the completion of the Work and otherwise in the condition required by this Preservation Restriction Agreement. Any alterations to the Historic Features shall be made in accordance with plans and specifications submitted and approved by the Grantor. Such alterations will be permitted only if the proposed alteration: (a) does not impair the nature of or the characteristics which contribute to the architectural or historic integrity of the Historic Feature, (b) is required by casualty or other emergency promptly reported to Grantee; or (c) constitutes ordinary maintenance and repair.

### 2.3 Prohibited Activities.

The following acts or uses are expressly forbidden on, over, or under the Property, except as otherwise conditioned in this Section:

- (a) the Building shall not be moved, demolished, removed or razed except as described in Sections 5 and 6;
  - (b) no barrier shall be constructed, erected or allowed to grow on the Property which would impair the visibility from the street of the Property or the Building without the prior approval of Grantee;
  - (c) the dumping of ashes, trash, rubbish, or any other unsightly or offensive materials is prohibited on the Property;
  - (d) no camping accommodations, mobile homes or cell towers, shall be erected or placed on the Property hereafter except for temporary structures required for maintenance or rehabilitation of the Property, such as construction trailers, provided, however, wireless facilities are permitted; and
- the Property shall not be divided or subdivided in law or in fact and the Property shall not be devised or conveyed except as a unit, provided Grantor may create condominium units of the building(s) on the Property.

### GRANTOR'S CONDITIONAL RIGHTS

3.1 Conditional Rights Requiring Approval by Grantee. Without prior express written approval of Grantee, which approval shall not be unreasonably withheld but which may be subject to such reasonable conditions as Grantee in its discretion may determine, Grantor shall not make any material changes to the exterior of the Building, including additions to and the alteration, partial removal, construction, remodeling, or other physical or structural change to the façades of the Building or other improvements constructed on the Property. In evaluating any such request, Grantee shall take into consideration commercial and economic factors, as presented by the Grantor, as well as the objective that any improvements at the Property shall be harmonious with the style of design of the mill structure. Activities by Grantor to maintain the exterior of the Building, which are intended to be performed in accordance with Section 2.1, and which are minor in nature, shall not require Grantee's prior approval.

3.2 Review of Grantor's Request for Approval. Should Grantor wish to exercise the conditional rights set out or referred to in Section 3.1, Grantor shall submit to Grantee, for Grantee's approval, two copies of information (including plans, specifications and designs, where appropriate) identifying the proposed activity with reasonable specificity. In connection therewith, Grantor shall also submit to Grantee a timetable for the proposed activity sufficient to permit Grantee to monitor such activity. Within sixty (60) days of Grantee's receipt of any plan or written request for approval hereunder, Grantee shall certify in writing that (a) it approves the plan or request, or (b) it disapproves the plan or request as submitted in which case Grantee shall provide Grantor with written suggestions for modification or a written explanation for Grantee's disapproval. Any failure by Grantee to act within sixty (60) days of receipt of Grantor's submission or resubmission of plans or requests shall be deemed to constitute approval by Grantee of the plan or request as submitted and to permit Grantor to undertake the proposed activity in accordance with the plan or request submitted.

3.3 Conditional Rights Requiring the Approval of the Massachusetts Historical Commission. The conduct of archeological activities on the Property, including without limitation, survey, excavation and artifact retrieval, may occur only following the submission of an archeological field investigation prepared by Grantor and approved in writing by the State Archeologist of the Massachusetts Historical Commission (G.L. c. 9, §27C; 950 CMR 70.00).

#### GRANTOR'S RESERVED RIGHTS

4. Grantors' Rights Not Requiring Further Approval by Grantee. Subject to the provision of Sections 2.1, 2.2, 2.3 and 3.1, the following rights, uses, and activities of or by Grantor on, over, or under the Property are permitted by this Preservation Restriction Agreement and by Grantee without further approval by Grantee:

(a) the right to engage in all those acts and uses that: (i) are permitted by governmental statute or regulation; (ii) do not substantially impair the conservation and preservation values of the Historic Features; and (iii) are not inconsistent with the Purpose of this Preservation Restriction Agreement.

(b) pursuant to the provisions of Section 3.1, the right to maintain and repair the Building.

the right to make changes of any kind to the interior of the Building.

#### CASUALTY DAMAGE OR DESTRUCTION; INSURANCE

5. Casualty Damage or Destruction. In the event that the Building or any part thereof shall be damaged or destroyed by fire, flood, windstorm, hurricane, earth movement or other casualty, Grantor shall notify Grantee in writing within fourteen (14) days of the damage or destruction, such notification including what, if any, emergency work has been completed. No repairs or reconstruction of any type other than temporary emergency work to prevent further damage to the Building and to protect public safety shall be undertaken by Grantor without Grantee's prior written approval of the work. Within thirty (30) days of the date of damage or destruction, if required by Grantee, Grantor at Grantor's expense shall submit to Grantee a written report prepared by an engineer acceptable to Grantee, which report shall include the following: (a) an assessment of the nature and extent of the damage; (b) a determination of the feasibility of the reconstruction of the Building or the damaged or destroyed portions of the Building; and (c) a report of such reconstruction work necessary to return the Building to the condition existing at the date of the casualty.

6. Review After Casualty Damage or Destruction. If, after reviewing the report provided in Section 5 and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under Section 7, Grantor and Grantee agree that the Purpose of this Preservation Restriction Agreement will be served by such reconstruction, Grantor and Grantee shall establish a schedule under which Grantor shall complete the reconstruction of the Building in accordance with plans and specifications consented to by the parties to at least the total of the casualty insurance proceeds available to Grantor.



If, after reviewing the report and assessing the availability of the insurance proceeds after satisfaction of any mortgagee's/lender's claims under Section 7, Grantor and Grantee agree that reconstruction of the Building is impractical or impossible, or agree that the Purpose of this Preservation Restriction Agreement would not be served by such reconstruction, Grantor may with prior written consent of Grantee, alter, demolish, remove or raze the Building and/or construct new improvements on the Property. In such event, Grantor and Grantee may agree to extinguish this Preservation Restriction Agreement in accordance with the laws of the Commonwealth of Massachusetts and Section 20.1 hereof.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under Section 7, Grantor and Grantee are unable to agree that the Purpose of this Preservation Restriction Agreement will or will not be served by such reconstruction, the matter may be referred by either party to binding arbitration and settled in accordance with the Commonwealth of Massachusetts arbitration statute then in effect, and all other applicable laws, rules, and regulations.

7. Insurance. Grantor shall keep the Property insured by an insurance company rated "A1" or better by Best's for the full replacement value against loss from the perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death and property damage. Property damage insurance shall include change in condition and building ordinance coverage, in form and amount sufficient to replace fully the damaged Property and Building without cost or expense to Grantor or contribution or coinsurance from Grantor. Grantor shall deliver to Grantee, within ten (10) business days of Grantee's written request therefore, certificates of such insurance coverage. Provided, however, that whenever the Property is encumbered with a mortgage or deed of trust nothing contained in this Section shall jeopardize the prior claim, if any, of the mortgagee/lender to the insurance proceeds.

#### INDEMNIFICATION; TAXES

8. Indemnification. Grantor hereby agrees to defend, indemnify and hold harmless Grantee from and against any and all claims, liabilities, expenses, costs, damages, losses and expenditures (including reasonable attorney's fees) arising out of or in connection with injury to or death of any person on or about the Property; physical damage to the Property; the presence or release in, on, or about the Property, at any time, of any substance now or hereafter defined, listed or otherwise classified pursuant to any law, ordinance or regulation as a hazardous, toxic, polluting or contaminating substance; or other injury or damage occurring on or about the Property, unless such injury or damage is caused by Grantee or its agents or employees. In the event that Grantor is required to indemnify Grantee pursuant to the terms of this Section, the amount of such indemnity until discharged shall constitute a lien on the Property with the same effect and priority as a mechanic's lien, provided, however, that nothing contained herein shall jeopardize the priority of any recorded first priority mortgage given in connection with a promissory note secured by the Property.

9. Taxes. Grantor shall pay all general taxes, special taxes, special assessments, water charges, sewer service charges, and other charges which may become a lien on the Property.

## ADMINISTRATION AND ENFORCEMENT

10. Written Notice. Any notice Grantor or Grantee may desire or be required to give to the other party shall be in writing and shall be mailed postage prepaid by overnight courier, facsimile transmission, registered or certified mail with return receipt requested or hand delivered, to the addresses set forth above. Each party may change its address set forth herein by a notice to such effect to the other party given pursuant hereto.

11. Evidence of Compliance. Upon request by Grantor, Grantee shall promptly furnish Grantor with certification that, to the best of Grantee's knowledge, Grantor is in compliance with the obligations of Grantor contained herein, or that otherwise evidences the status of this Preservation Restriction Agreement to the extent of Grantee's knowledge thereof.

Inspection. With the consent of Grantor, representatives of Grantee shall be permitted at all reasonable times to inspect the Property, including the interior of the Building. Grantor covenants not to unreasonably withhold consent in determining dates and times for such inspections.

13. Grantee's Remedies. Grantee shall have the right to enforce this Preservation Restriction Agreement by appropriate legal proceedings and to institute suit(s) to enjoin any violation of the terms of this Preservation Restriction Agreement by ex parte, temporary, preliminary and or permanent injunction, including without limitation prohibitory and/or mandatory injunctive relief and to require the reconstruction of the Property and Building to the condition and appearance required under this Preservation Restriction Agreement (it being agreed that Grantee may have no adequate remedy at law), which rights shall be in addition to, and not in substitution of, all other legal and other equitable remedies available to Grantee to enforce Grantor's obligation hereunder. Except in the case of an emergency, Grantee agrees that no such enforcement actions will be taken unless (a) Grantor has sent written notice to Grantee, specifying Grantee's failure to comply with the terms of this Preservation Restriction Agreement, and (b) Grantee fails to cure the same within thirty (30) days from the date of Grantee's notice, or, if such cure cannot reasonably be completed within said thirty (30) days, Grantor has commenced to cure said default within said thirty (30) day period and is pursuing said cure diligently to completion.

In the event Grantor is found to have violated any of Grantor's obligations, Grantor shall reimburse Grantee for any costs or expenses incurred in connection with Grantee's enforcement of the terms of this Preservation Restriction Agreement, including all reasonable court costs, and attorneys, architectural, and engineering fees.

Exercise by Grantee of one remedy hereunder shall not have the effect of waiving or limiting the use of any other remedy, and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

By its acceptance, Grantee does not undertake any liability or obligation relating to the condition of the Property or the Building, including with respect to compliance with hazardous materials or other environmental laws and regulations. Nothing herein shall impose upon Grantee any affirmative obligation or liability relating to the condition of the Property or the Building.

14. Notice from Government Authorities. Grantor shall deliver to Grantee copies of any notice of violation or lien relating to the Property received by Grantor from any government authority within five (5) days of receipt by Grantor. Upon request by Grantee, Grantor shall promptly furnish Grantee with evidence of Grantor's compliance with such notice or lien where compliance is required by law.

15. Notice of Proposed Sale. Grantor shall promptly notify Grantee in writing of any proposed sale of the Property and provide the opportunity for Grantee to explain the terms of this Preservation Restriction Agreement to potential new owners prior to sale closing.

16. Liens. Any lien on the Property created pursuant to any section of this Preservation Restriction Agreement may be confirmed by judgment and foreclosed by Grantee in the same manner as a mechanic's lien, provided, however, that no lien created pursuant to this Preservation Restriction Agreement shall jeopardize the priority of any recorded lien of mortgage or deed of trust given in connection with a promissory note secured by the Property.

#### BINDING EFFECT; ASSIGNMENT

17. Runs with the Land. Except as provided in Sections 6 and 20.1, the rights and obligations created or imposed by this Preservation Restriction Agreement shall be in effect in perpetuity. Grantor agrees that this Preservation Restriction Agreement shall be deemed as a binding servitude upon the Property and as an "other restriction held by a governmental body," as that term is used in G.L. c. 184, §26, and thus not subject to the limitations on the enforceability of restrictions in G.L. c. 184, §§26-30, and, in any event, shall bind and run with the Property for a period of ninety-nine (99) years from the recording hereof (except as provided in Sections 6 and 20.1). To the extent this Preservation Restriction Agreement is deemed subject to said statutes, this restriction may, during said term of years, be renewed for successive twenty (20) year periods by filing a notice of the continued enforceability of said restriction prior to thirty (30) years from the date of imposition of the restriction, and thereafter by filing a notice of continuation prior to the end of each such twenty (20) year renewal period, as allowed by law pursuant to G.L. c. 184, §§26-30. The Grantor hereby appoints the Grantee as Grantor's agent to execute and record such notices and agrees that Grantor shall execute and record such a notice upon request.

This Preservation Restriction Agreement shall extend to and be binding upon Grantor and Grantee, their respective successors in interest and all persons hereafter claiming under or through Grantor or Grantee, and the words "Grantor" and "Grantee" when used herein shall include all such persons. Any right, title or interest herein granted to Grantee shall be deemed granted to each successor and assign of Grantee and each such following successor and assign thereof, and the word "Grantee" shall include all successors and assigns.

Anything contained herein to the contrary notwithstanding, an owner of the Property shall have no obligation pursuant to this instrument where such owner shall cease to have any ownership interest in the Property by reason of a bona fide transfer. The restrictions, stipulations and covenants contained in this Preservation Restriction Agreement shall be inserted by Grantor, verbatim or by express reference, in any subsequent deed or other legal instrument by which Grantor divests itself of either the fee simple title to or any lesser estate in the Property or any

part hereof, including by way of example but not limitation, a lease of all or a portion of the Property.

18. Assignment. Grantee may, at its discretion without prior notice to Grantor, convey, assign or transfer this Preservation Restriction Agreement to a unit of federal, state or local government or to a similar local, state or national organization that is a "qualified organization" under the Act, as amended, whose purposes, *inter alia*, are to promote preservation of historical, cultural or architectural resources, provided that any such conveyance, assignment or transfer requires that the Purpose for which this Preservation Restriction Agreement was granted will continue to be carried out.

19. Recording and Effective Date. Grantee shall do and perform at its own cost all acts necessary to the prompt recording of this Preservation Restriction Agreement in the land records of Middlesex North District Registry of Deeds. Grantor and Grantee intend that the restrictions arising under this Preservation Restriction Agreement take effect on the day and year this instrument is executed by Grantor and Grantee.

#### EXTINGUISHMENT

20.1. Extinguishment. Grantor and Grantee hereby recognize that an unexpected change in conditions affecting the Property may make impossible the continued ownership or use of the Property for the Purpose of this Preservation Restriction Agreement and necessitate extinguishment of this Preservation Restriction Agreement. Such a change in conditions may include, but is not limited to, partial or total destruction of the Building resulting from casualty. An extinguishment shall be in the public interest and approved by Grantee (or the then holder of this Preservation Restriction Agreement, if it has been assigned pursuant to Section 18).

20.2 Proceeds. Grantor and Grantee agree that this Preservation Restriction Agreement gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this Preservation Restriction Agreement, determined at the time of the gift, bears to the value of the unrestricted Property at that time. Such proportionate value of the Grantee's property right shall remain constant.

20.3 Condemnation. If all or any part of the Property is taken under the power of eminent domain by public, corporate or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, Grantor and the Grantee shall join in appropriate proceedings at the time of such taking to recover the full value of the Property that is subject to the taking and all incidental and direct damages from the taking. All expenses reasonably incurred by Grantor and the Grantee in connection with such taking shall be paid out of the recovered proceeds. Such recovered proceeds shall be paid to Grantor and Grantee in their respective proportionate interests therein.

#### INTERPRETATION

21. Interpretation. The following provisions shall govern the effectiveness, interpretation and duration of this Preservation Restriction Agreement:

Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of Property shall not apply in the construction or interpretation of this Preservation Restriction Agreement and this instrument shall be interpreted broadly to effect its Purpose and the transfer of rights and the restrictions on use herein contained.

This instrument is executed in two counterparts, one of which is to be retained by Grantor and the other, after recording, to be retained by Grantee. In the event of any disparity between the counterparts produced, the recorded counterpart retained by Grantee shall in all cases govern. Except as provided in the preceding sentence, each counterpart shall constitute the agreement of the parties.

Nothing contained herein shall be interpreted to authorize or permit Grantor to violate any ordinance or regulation relating to building materials, construction methods or use. In the event of any conflict between any such ordinance or regulation and the terms hereof Grantor promptly shall notify Grantee of such conflict and shall cooperate with Grantee and the applicable government entity to accommodate the purpose of both this Preservation Restriction Agreement and such ordinance or regulation.

#### AMENDMENT; SUBORDINATION

22. Amendment. If circumstances arise under which an amendment to or modification of this Preservation Restriction Agreement would be appropriate, Grantor and Grantee may by mutual written agreement jointly amend this Preservation Restriction Agreement, provided that no amendment shall be made that will adversely affect the qualifications of this Preservation Restriction Agreement or the status of Grantee, or any applicable laws, including any laws of the Commonwealth of Massachusetts. Any such amendment shall be consistent with the protection of the preservation values of the Property and the Purpose of this Preservation Restriction Agreement; shall not affect its stated duration; shall not permit any private inurement to any person or entity; and shall not adversely impact the overall architectural, historic and cultural values protected by this Preservation Restriction Agreement. Any such amendment shall be recorded in the land records of Middlesex North District Registry of Deeds. Nothing in this Section shall require Grantor or Grantee to agree to any amendment, or to consult or negotiate regarding any amendment.

23. Mortgage Subordination. Grantor represents and warrants to Grantee that the Property is not subject to any mortgages, liens or leases prior in right to this Preservation Restriction Agreement. Grantor agrees not to enter into or permit other mortgages, liens or leases affecting the Property prior in right to this Preservation Restriction Agreement without the prior written consent of the Grantee, which consent shall not be unreasonably withheld.

24. Recitals. The recitals to this Agreement are incorporated herein and made a part hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

GRANTOR:

By: \_\_\_\_\_  
Title:

Name:

By: \_\_\_\_\_  
Title:

Name:

#### COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose as \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

#### COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose as \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

#### ACCEPTANCE OF PRESERVATION RESTRICTION

Acceptance of this Preservation Restriction Agreement by the Town of Westford, acting by and through the Westford Historical Commission pursuant to the authority granted to said Commission under G.L. c.40, § 8D, is acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

GRANTEE:

TOWN OF WESTFORD,  
By its Historical Commission

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, member(s) of the Westford Historical Commission, as aforesaid, who proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose on behalf of the Town of Westford.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

548104/WSFD/0057

APPROVAL OF PRESERVATION RESTRICTION

The Westford Board of Selectmen approves the acceptance of this Preservation Restriction Agreement by the Town of Westford, acting by and through its Historical Commission, is acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

TOWN OF WESTFORD,  
By its Board of Selectmen

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, member(s) of the Westford Board of Selectmen, as aforesaid, who proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose on behalf of the Town of Westford.

\_\_\_\_\_  
Notary Public  
My Commission Expires:



## Legal Description

### Statement of Significance

The Building is an example of industrial mill design of the 19<sup>th</sup> Century and is noted in the Town of Westford's Master Plan, and is a contributing building in the Graniteville National Historic District. As described in the Westford Preservation Plan (National Register Report):

*The former Abbot Worsted Company Mill #1 (North Main Street, MHC #1, 1858) is a two-story granite ashlar building constructed on a long rectangular plan parallel to North Main Street. The original roof is a shallow-pitched gabled form that has been raised by the addition of a more steeply pitched wood-framed gabled roof. One-story flat roof additions have been made to the south side of the façade and to the southwest corner. The façade and principal entry are marked by a stone tower with a Mansard-roofed belfry and iron cresting at the peak. Originally, a square smokestack rose from the front of the mill. The current round smokestack was built of brick around 1880 on a square base rises at the south west corner of the building. The street elevation is lit by 21 double hung sash placed close to the eave. Two doors are placed among the other openings in the façade.” (Westford Preservation Plan, National Register, page 32)*

## **EXHIBIT D - STATEMENT OF SIGNIFICANCE**

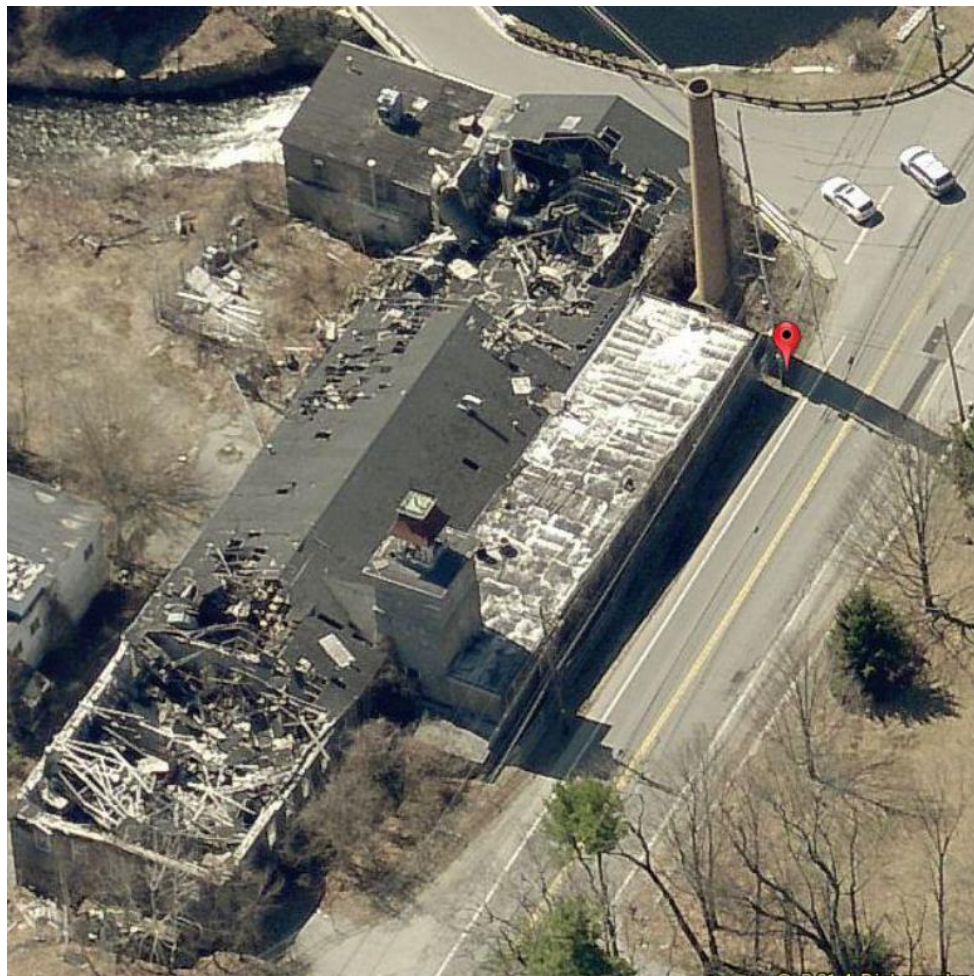
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The former Abbot Worsted Company Mill #1 (North Main Street, MHC #1, 1858) is a two-story granite ashlar building constructed on a long rectangular plan parallel to North Main Street. The original roof is a shallow-pitched gabled form that has been raised by the addition of a more steeply pitched wood-framed gabled roof. One-story flat roof additions have been made to the south side of the façade and to the southwest corner. The façade and principal entry are marked by a stone tower with a Mansard-roofed belfry and iron cresting at the peak. Originally, a square smokestack rose from the front of the mill. The current round smokestack was built of brick around 1880 on a square base rises at the south west corner of the building. The street elevation is lit by 21 double hung sash placed close to the eave. Two doors are placed among the other openings in the façade.”  
(Westford Preservation Plan, National Register, page 32)

**EXHIBIT E - PHOTOGRAPHS OF THE BUILDING**











**EXHIBIT F – PHOTOS OF DEBRIS CLEAN UP COMPLETED AT SITE**









## **PRICE PROPOSAL FORM**

### **PRICE**

*Please write your proposal offer:*

---

Print/Type your proposal amount above in written form

---

Print/Type your proposal amount above in number form

***Note:*** *Both the written form and the number form should indicate the same total amount. If there is a conflict between the written form and the number form amounts, the written form will control.*

Name of proposer

---

Name of person signing proposal

---

Signature of person signing proposal

---

Date

---

Title

---

Address

## **FORM 1 - CERTIFICATE OF TAX COMPLIANCE**

Pursuant to Chapter 62C, §49A(b) of the Massachusetts General Laws, I,

\_\_\_\_\_, authorized signatory for  
(Name)

\_\_\_\_\_, do hereby certify under the pains and  
(Name of Proposer)

penalties of perjury that said proposer has complied with all laws of the Commonwealth  
of Massachusetts relating to taxes.

Signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

Name of Business: \_\_\_\_\_

Date: \_\_\_\_\_

## **FORM 2 - CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under the pains and penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

Signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

Name of Business: \_\_\_\_\_

Date: \_\_\_\_\_

### **FORM 3 - CERTIFICATE OF AUTHORITY**

Give full names and residences of all persons and parties interested in the foregoing proposal:

(Notice: Give first and last name in full; in case of a corporation, give names of President and Treasurer; in case of a limited liability company, give names of the individual members, and, if applicable, the names of all managers; in case of a partnership or a limited partnership, all partners, general and limited and; in case of a trust, all the trustees)

NAME	ADDRESS	ZIP CODE
_____	_____	_____
_____	_____	_____
_____	_____	_____

Kindly furnish the following information regarding the Respondent:

#### **IF A PROPRIETORSHIP**

Name of Owner: \_\_\_\_\_

Address: \_\_\_\_\_

Name of Business: \_\_\_\_\_

Home: \_\_\_\_\_

#### **IF A PARTNERSHIP**

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Names and Addresses of Partners

PARTNER NAME	ADDRESS	ZIP CODE
_____	_____	_____
_____	_____	_____

#### **IF A CORPORATION OR A LIMITED LIABILITY COMPANY**

Full Legal Name: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

Principal Place of Business: \_\_\_\_\_

Qualified in Massachusetts:            Yes \_\_\_\_\_            No \_\_\_\_\_

Place of Business in Massachusetts: \_\_\_\_\_

**IF A TRUST**

Full Legal Name: \_\_\_\_\_

Recording Information: \_\_\_\_\_

State of Formation: \_\_\_\_\_

Full names and address of all trustees:

NAME	ADDRESS	ZIP CODE
_____	_____	_____
_____	_____	_____

Signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

Name of Business: \_\_\_\_\_

Date: \_\_\_\_\_

## **FORM 4 - DISCLOSURE STATEMENT**

### **TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

(1) Real Property:

(2) Type of Transaction, Agreement, or Document:

Conveyance by Town of Westford (Deed)

(3) Public Agency Participating in Transaction:

Town of Westford, acting by and through its Board of Selectmen

(4) Disclosing Party's Name and Type of Entity (if not an individual):

(5) Role of Disclosing Party (Check appropriate role):

\_\_\_\_ Lessor/Landlord \_\_\_\_ Lessee/Tenant

\_\_\_\_ Seller/Grantor   X   Buyer/Grantee

\_\_\_\_ Other (Please describe): \_\_\_\_\_

(6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereby disclosed as follows (attach additional pages if necessary):

NAME

RESIDENCE

(7) None of the above- named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (insert "none" if none):

(8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arm's length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.

Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.

The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.

(9) This Disclosure Statement is hereby signed under penalties of perjury.

---

Print Name of Disclosing Party (from Section 4, above)

---

Authorized Signature of Disclosing Party

Date (mm /dd/yyyy)

---

Print Name & Title of Authorized Signer